

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

PEIQIONG LI,

Plaintiff,

v.

THE PARTNERSHIPS AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED IN SCHEDULE A,

Defendants.

Case No. 24-cv-03326

Judge Sara L. Ellis

Magistrate Judge Gabriel A. Fuentes

PRELIMINARY INJUNCTION ORDER

Plaintiff Peiqiong Li (“Peiqiong Li”) filed a Motion for Entry of a Preliminary Injunction against the against the fully interactive, e-commerce stores¹ operating under the seller aliases identified in Schedule A to the Complaint and attached hereto (collectively, “Defendants”) and using at least the domain names identified in Schedule A (the “Defendant Domain Names”) and the online marketplace accounts identified in Schedule A (the “Online Marketplaces”). After reviewing the Motion and the accompanying record, this Court GRANTS Peiqiong Li’s Motion in part as follows.

This Court finds Peiqiong Li has provided notice to Defendants in accordance with the Temporary Restraining Order entered May 7, 2024, [DOCKET NO. 15] (“TRO”), and Federal Rule of Civil Procedure 65(a)(1).

This Court also finds, in the absence of adversarial presentation, that it has personal jurisdiction over Defendants because Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Peiqiong Li has provided a basis to conclude that Defendants have targeted sales to Illinois residents by setting up and

¹ The e-commerce store urls are listed on Schedule A hereto under the Online Marketplaces.

operating e-commerce stores that target United States consumers using one or more seller aliases, offer shipping to the United States, including Illinois, and have sold products infringing Peiqiong Li's federally registered patent (the "Peiqiong Li Patent") to residents of Illinois. In this case, Peiqiong Li has presented screenshot evidence that each Defendant e-commerce store is reaching out to do business with Illinois residents by operating one or more commercial, interactive internet stores through which Illinois residents can and do purchase products using counterfeit versions of the Peiqiong Li Patent. *See* Docket Nos. 12, 12-1, which includes screenshot evidence confirming that each Defendant e-commerce store does stand ready, willing and able to ship its counterfeit goods to customers in Illinois in violation of Peiqiong Li's Patent.

This Court also finds that the injunctive relief previously granted in the TRO should remain in place through the pendency of this litigation and that issuing this Preliminary Injunction is warranted under Federal Rule of Civil Procedure 65. Evidence submitted in support of this Motion and in support of Peiqiong Li's previously granted Motion for Entry of a TRO establishes that Peiqiong Li has demonstrated a likelihood of success on the merits; that no remedy at law exists; and that Peiqiong Li will suffer irreparable harm if the injunction is not granted.

Specifically, Peiqiong Li has proved a *prima facie* case of patent infringement because the Defendants incorporate the patented design of the D'311 patent to an article of manufacture. Additionally, Defendants are not licensed or authorized to use the Peiqiong Li Patent. Furthermore, Defendants' continued and unauthorized use of the Peiqiong Li Patent irreparably harms Peiqiong Li through diminished goodwill and brand confidence, damage to Peiqiong Li's reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address

such damage and, therefore, Peiqiong Li has an inadequate remedy at law. Moreover, the public interest is served by entry of this Preliminary Injunction to dispel the public confusion created by Defendants' actions. Accordingly, this Court orders that:

1. Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be preliminarily enjoined and restrained from:
 - a. using the Peiqiong Li Patent or any reproductions, counterfeit copies, or colorable imitations in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Peiqiong Li product or not authorized by Peiqiong Li to be sold in connection with the Peiqiong Li Patent;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Peiqiong Li product or any other product produced by Peiqiong Li, that is not Peiqiong Li's or not produced under the authorization, control, or supervision of Peiqiong Li and approved by Peiqiong Li for sale under the Peiqiong Li Patent;
 - c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control, or supervision of Peiqiong Li, or are sponsored by, approved by, or otherwise connected with Peiqiong Li; and
 - d. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Peiqiong Li, nor authorized by Peiqiong Li to be sold or offered for sale, and which infringe Peiqiong Li's Patent.
2. Defendants shall not transfer or dispose of any money or other of Defendants' assets in any of Defendants' financial accounts.

3. Upon Peiqiong Li's request, Defendants and any third party with actual notice of this Order who is providing services for any of Defendants, or in connection with any of Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as eBay, Inc., AliExpress, Alibaba Group Holding Ltd. ("Alibaba"), Amazon.com, Inc., ContextLogic Inc. d/b/a Wish.com ("Wish.com"), and Dhgate (collectively, the "Third Party Providers"), shall, within seven (7) calendar days after receipt of such notice, provide to Peiqiong Li expedited discovery, limited to copies of documents and records in such person's or entity's possession or control sufficient to determine:
 - a. the identities and locations of Defendants, their officers, agents, servants, employees, attorneys, and any persons acting in active concert or participation with them, including all known contact information and all associated e-mail addresses;
 - b. the nature of Defendants' operations and all associated sales, methods of payment for services, and financial information, including, without limitation, identifying information associated with the Online Marketplaces and Defendants' financial accounts, including Defendants' sales and listing history related to their respective Online Marketplaces; and
 - c. any financial accounts owned or controlled by Defendants, including their officers, agents, servants, employees, attorneys, and any persons acting in active concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including, without limitation, PayPal, Inc. ("PayPal"), Alipay, Wish.com, Alibaba, Ant Financial Services Group ("Ant Financial"), Amazon Pay,

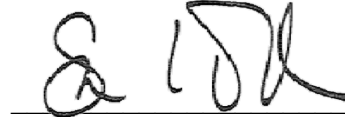
or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).

4. Upon Peiqiong Li's request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 3, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of counterfeit and infringing goods using the Peiqiong Li Patent.
5. Any Third Party Providers, including PayPal, Alipay, Alibaba, Ant Financial, Wish.com, and Amazon Pay, shall, within seven (7) calendar days of receipt of this Order:
 - a. locate all accounts and funds connected to Defendants' seller aliases, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto, the e-mail addresses identified below, and any e-mail addresses provided for Defendants by third parties; and
 - b. restrain and enjoin any such accounts or funds from transferring or disposing of any money or other of Defendants' assets until further order by this Court.
6. Peiqiong Li may provide notice of the proceedings in this case to Defendants, including service of process pursuant to Fed. R. Civ. P. 4(f)(3), and any future motions, by electronically publishing a link to the Pleadings, this Order, and other relevant documents on a website and by sending an e-mail with a link to said website to any e-mail addresses provided for Defendants by third parties. The Clerk of the Court is directed to issue a single original summons in the name of "aftsparepartsau and all other Defendants identified in the Operative Complaint" that shall apply to all Defendants.

The combination of providing notice via electronic publication and e-mail, along with any notice that Defendants receive from payment processors, shall constitute notice reasonably calculated under all circumstances to apprise Defendants of the pendency of the action and afford them the opportunity to present their objections.

7. Plaintiff's Schedule A to the Complaint [DOCKET NO. 4], Exhibit 1 to the Declaration of Peiqiong Li and Exhibit 2 to Declaration of Kevin Keener [DOCKET NOS. 12 through 12-2] , and the TRO [DOCKET NO. 15] are unsealed.
8. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order as permitted by and in compliance with the Federal Rules of Civil Procedure and the Northern District of Illinois Local Rules. Any third party impacted by this Order may move for appropriate relief.
9. The \$10,000 bond posted by Peiqiong Li shall remain with the Court until a final disposition of this case or until this Preliminary Injunction is terminated.

SO ORDERED:

A handwritten signature in black ink, appearing to read 'S. L. Ellis', is written over a horizontal line.

SARA L. ELLIS
United States District Judge

Dated: May 22, 2024

Schedule A

Doe	Merchant Name	Merchant ID	Merchant Email
1	aftsparepartsau	1770945266	sincmp-usa@hotmail.com
2	Alex's Warehouse/alexswarehouse	2441575643	mwhitt@ucstealth.com
3	alpesauto	2157270554	jg2020008@126.com
4	ANTS PART	A2H2GLZJS0U7K0	outdoordeal@hotmail.com
5	AutekComma	A35WICGBYWN60R	105334476@qq.com
6	auto-parts-afsal5808/afsal5808	2504858285	afsalesino@163.com
7	AUTOBIGBROTHER	2530202881	autogoodbrother@outlook.com
8	autogalaxy/autogalaxy1	2156884556	jg2020004@163.com
9	BAOHUAFZ	A2VYFXXFAPGTZ6	baohuafz@hotmail.com
10	BougeRV	N/A	bougerv@outlook.com
11	Cargo bar	A2P18LS0NS3QZ7	kuwei666888@163.com
12	CHAUTO2023/changhaoxw	2493393951	czjpsm2023@163.com
13	CHEINAUTO Direct	A2BTV2X6VIM8OD	s7rhfgy@163.com
14	choiceness-auto/choicenessauto	2558846199	gaogaodeo@outlook.com
15	daily-auto/daliyauto	2540338265	amberwang1998@outlook.com
16	earthauto	2156897237	jg2020008@163.com
17	Echo-autohome/echoautohome	2533541470	millo888ctt@outlook.com
18	hsauto_shop/Epoch_auto/auroraaautoshop	2530196182	qxn13057153805@outlook.com
19	fc-auto/fcauto	2422423654	2050479954@qq.com
20	fengYu	A24AWYCYQ7BC7O	610932877@qq.com
21	FJshengrong	A1XNLTVA5XQ0D8	fjshengrong@hotmail.com
22	Gaea Auto	A4R2OA9YDX60A	gaeaauto@126.com
23	Gemmauto-Shoppingmall/gemmautoshoppinngmall	2523034332	czjmauto@outlook.com
24	newstart-auto/Hsbf_auto/hsbfauto	2531384611	yyqxgy1981201@outlook.com

25	julau-auto/Hsbif_autohome/hsbifauto home	2531042237	czhs888yyk@outlook.com
26	hsmotorefit	2549993547	czjmasjx@outlook.com
27	Hspeed_shop/hspeedshop	2530716277	wjjdauto@outlook.com
28	Hspeede_auto/hspeedeauto	2539420226	1040067134@qq.com
29	HTXauto	A3GPGOMQCS8MBV	18101506617@163.com
30	Huray	A3APA9MS2AVP76	huray1209@163.com
31	IKABEVEM	A3DNISPU997NPR	ikabevem@outlook.com
32	ISSYAUTO	A3HFUC27WX97EL	issyzonesmart@gmail.com
33	jupiterauto	2156890591	jg2020006@163.com
34	Kemimoto-UTV/marspluto04	1392203344	marspluto2004@outlook.com
35	longhongauto	1632628353	23688647@qq.com
36	longye_auto/longyeauto	1958364936	1765955871@qq.com
37	maxking	2527582019	czyz526888@outlook.com
38	milliontons	1762830852	milliontons2018@hotmail.com
39	baodanking_auto/mocho-auto/mochoauto	2498535952	newautoparts19990608@outlook.com
41	motorsportplus	1448097243	henrychain@outlook.com
42	motorvehicle	1647600665	motorkuikui@163.com
43	mt08usa	2548415953	lmf0801@outlook.com
44	mtan08parts	2548721431	mitan23456@outlook.com
45	Mysterion_Auto/mysterionauto	2445368762	mysterion1996@126.com
46	neptuneauto	2156893473	jg2020007@163.com
47	novoauto	1989452960	everestcar@163.com
48	ns-turbo-auto/nsturboauto	2213124867	wxwsyjhaa@outlook.com
49	OCPTY AutoParts	A38Z7WLHOKZL2H	gonghaijun2014@outlook.com
51	PARUQS-Auto/iceyz75	2402544275	junnberoy@outlook.com
52	rao jintang	A1IWGB4982OFGA	qiandd66@126.com
53	Roadrunnerauto_shop/roadrunnerautosshop	2528942987	czjmautoctt@outlook.com

54	salelifter	1811294442	salelifter2018@hotmail.com
55	Sandyshop01	A22LLNEDE2CVJ0	wkhjs756@163.com
56	Scitoo Auto	A3GW5CKPDHE2JH	zhaoyuscitoo@outlook.com
57	Seattle Design/seattledesign	1888882073	yintatech@163.com
58	Shouxinda	N/A	gxl30002@163.com
59	sinocmpartsusa	2356877891	blue27681349@163.com
60	small_target- auto/smalltargetauto	2288405727	small_target@outlook.com
61	smotorparts	1561403596	chancingparts@gmail.com
62	sport-motor/sportmotor	1434717071	yintasport@outlook.com
65	summitteile	1837541665	office2@jongerparts.com
66	tangying_auto- Auto/whisperauto	2528953801	czjmautogyl@outlook.com
67	The KitsPro	A3MLIH1T4EHC9P	ngqp002@163.com
69	topsinoauto	2498785795	chb_sinautopart2@163.com
70	Tuntrol	A2B0XBD8KAFJYM	justbike0701@outlook.com
71	tw-auto-parts/twautoparts	2160933347	lilin2224@outlook.com
72	tw2-auto-parts/tw2autoparts	2163734970	pengcheng0713@outlook.com
73	TYZ AUTO PARTS	A9HIRRBZM065V	3511014065@qq.com
74	universeparts/multiautoparts	2156880611	jg2020003@163.com
75	vogue-auto/vogueauto	2503320602	vogueauto123@outlook.com
76	YARLGIA	A26ZJHON4O9PA9	zitonghuaaji5@126.com
77	YIXI-Auto/yxinauto	2130683848	czyixin1218@outlook.com
78	YTAUTOPARTS	A1ZAQM5K0NM959	ytauto_amazing@hotmail.com
79	ZDKK	A1AZBV6445WMJJ	zhaoshugongsw@outlook.com